

TERMS AND CONDITIONS

Unless otherwise agreed on in writing, these Lighthouse Worldwide Solutions, Inc. (“LWS”) Terms and Conditions (the “T&Cs”) apply to LWS’s sale and provision of the products and services (the “Work”) identified in the applicable Project Contract, purchase order, or other purchasing document (the “Contract”) entered into between LWS and the customer identified in the Contract (the “Customer”). Customer agrees that the sale and purchase of Work under the Contract is made subject to these T&Cs (collectively, these T&Cs and the Contract are referred to as the “Agreement”). These T&Cs, the Contract, and any change order executed in accordance with the Contract, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, understandings, or communications between the parties with respect to its subject matter. No other terms or conditions, including printed on the back of any acknowledgement, acceptance, or other document by Customer, included on Customer’s website, or otherwise, will be binding on LWS, and LWS hereby expressly objects to and reject all such other terms and conditions.

All Work is subject to the following terms and conditions:

1. **ORDERS:** All orders are subject to acceptance by LWS. LWS’s booking of an order into its order entry system will constitute its acceptance of an order. All orders will be considered binding upon entry into the LWS order entry system.
2. **TERMS OF PAYMENT:** Payment terms for the purchase of the Products are net thirty (30) days from date of LWS’ invoice. All sums not paid when due will accrue interest daily at the lesser of a monthly rate of one and one half percent (1.5%) or the highest rate permissible by law on the unpaid balance until paid in full. If any sums are thirty (30) or more days late, LWS may, on written notice to Customer, and without liability, suspend Work done under the Contract or under any other contract, purchase order, or other purchasing document between Customer and LWS. LWS shall resume Work after all sums owed, including any interest accrued thereon, are paid in full.
3. **SHIPPING AND DELIVERY:** Shipment and delivery dates are estimates only. LWS shall use reasonable efforts to ship and deliver Work on the requested dates, but its failure to do so will not be deemed a breach of the Agreement. All deliveries in the United States will be F.O.B. LWS’s factory. All International deliveries will be Ex-works LWS’s factory. LWS will select a carrier for shipment unless instructed otherwise in writing by Customer and Customer assumes responsibility for payment of the shipper. LWS will not assume any liability in connection with shipment nor will the shipper/carrier be construed to be an agent of LWS. Title and risk of all loss will pass to Customer upon delivery by LWS to carrier. Customer must provide its own insurance for all shipments. Shipments may be shipped in several lots unless instructed by Customer to ship complete. LWS will deliver the Work to a carrier at LWS’s factory and, if the Work is sold to a Customer outside the United States, will clear the Work for export destined outside the United States. Customer will pay all freight charges, applicable import duties, and other necessary fees and will bear the risks of carrying out customs formalities and clearance. Orders are entered as close as possible to Customer’s requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. All shipments are deemed

accepted unless, within ten (10) days of receipt, Customer supplies, in writing, a claim for specific damages. Claims for shipment shortage will be deemed waived unless presented to LWS, in writing, within ten (10) days of receipt. All other claims for loss, damage, or misdelivery must be filed with carrier. All Work shall be deemed accepted by Customer upon receipt subject to LWS's Return Policy as identified in Section 9.

4. **TAXES AND OTHER CHARGES:** Prices are exclusive of, and Customer will pay, applicable sales, use, service, transfer, excise, value added or like taxes, unless Customer has provided LWS with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.
5. **INTELLECTUAL PROPERTY:**
 - A. On payment in full of all amounts owed for the applicable Work, Customer will own all right, title, and interest in and to such Work; provided, however, that all of LWS's background knowledge, know-how, techniques, methods, discoveries, inventions, and other background intellectual property owned by LWS, whether developed before or after the effective date of the Agreement, and that LWS uses or may use in its work for other customers (the "Background IP") will remain LWS's exclusive property, and Customer will only have a limited, personal, nonexclusive, non-transferable license to use Background IP contained within the Work only to the extent necessary for Customer to use the Work as intended.
 - B. Subject to Customer's compliance with the terms of this Agreement and payment in full of all sums due and owing to LWS for the Work, Lighthouse grants to Customer a limited, personal, nonexclusive, non-transferable license to use any software contained within the Work (the "Software") in object code format solely in connection with the Work. Customer may make one archival copy of the Software solely for backup purposes provided Customer retains all copyright and other notices from the original Software on that copy. Subject to the limited license granted under this Section 5, LWS and its suppliers retain all right, title, and interest in and to the Software, including to any bug fixes, error corrections, updates, or upgrade that LWS chooses to make available to the Software. The license granted under this Section 5 will terminate immediately and automatically without notice if Customer fails to comply with any provision of the Agreement, including any of the restrictions set forth in paragraph 6 below (the "Restrictions"). Upon termination of the Agreement, Customer will destroy the original and all copies of the Software.
 - C. Except as specified in this Section 5, nothing under the Agreement will be deemed to transfer to or vest in Customer any intellectual property rights whatsoever.
6. **RESTRICTIONS:** Except as expressly authorized in paragraph 5 above or in paragraph 7 below, Customer will not: (a) copy the Software; (b) modify, translate or create derivative works of the Software; (c) reverse engineer, decompile, disassemble or attempt to derive the source code or underlying ideas or algorithms included in the Software except to the minimum extent necessary to comply with applicable nonwaivable law; (d) rent, lease, distribute, sell, assign, sublicense, transfer, encumber or otherwise make available the Software to others; (e) export the Software (or any other Work) except in compliance with

applicable law, including safety and standard setting laws and regulations in the country where the Work will be used and all export and import laws and regulations; (f) provide, disclose or make the Software available to anyone other than to Customer's employees, contractors and agents who have a need to know and who are under an obligation of confidentiality; (g) change any proprietary rights notices on the Software; or (h) permit any other person to take any of the actions described in subparagraphs (a) through (g) above.

7. **THIRD PARTY SOFTWARE:** The Software includes not only computer programs developed by LWS, but also proprietary computer programs developed by third parties ("Third Parties"). The Third Parties are intended beneficiaries of the Agreement and may enforce the terms of the Agreement to the extent it relates to those Third Parties' software (the "Third Party Software"). The Third Parties have provided the Third Party Software AS IS, without representation or warranty of any kind, and each of the Third Parties expressly disclaims the implied warranties of title, merchantability, fitness for a particular purpose or use and noninfringement. In no event will the Third Parties be liable for any lost revenues, profits, goodwill or use, the cost of substituted products or services, business interruption or any damage to or loss of any software programs, data or removable data storage media, for the restoration or reinstallation of any software programs or data, or for any direct, indirect, consequential, special, incidental or punitive damages of any kind however caused, whether arising under contract, tort (including strict liability and negligence), equity or any other theory of liability, even if those Third Parties have been advised of the possibility of those damages or even if those damages are foreseeable. To the extent a Third Party license conflicts with the terms of the Agreement, including any of the Restrictions, the terms of that Third Party license will control but only with respect to the portion of the Software that is subject to that Third Party license, and nothing in the Agreement or the Restrictions will be deemed to replace or amend any Third Party license.
8. **RESCHEDULING, DELAYS, AND CANCELLATION:** Orders accepted by LWS may be cancelled, delayed, or rescheduled by Customer only with the written consent of LWS and upon payment of LWS's cancellation or rescheduling charges. Normal cancellation or rescheduling charges will not exceed twenty five (25%) percent of the purchase price unless Work was modified, special, or not included in LWS's normal products published in its brochures, advertising or price lists. LWS will have the right to cancel any and all orders of Customer in the event that Customer is late with payments, credit becomes impaired, or if Customer violates any term of the Agreement.
9. **RETURN/CHANGE POLICY:** A "Return Material Authorization" number must be obtained from LWS for return of any Work. Customer may only return any unused and unopened Work within thirty (30) days of the date of delivery ("Delivery Date") and Customer agrees to pay a ten (10%) percent restocking charge. In the event Customer returns Work between thirty one (31) and ninety (90) days after the Delivery Date, Customer will pay a twenty (20%) percent restocking charge on any returned Work. Labor charges are not refundable. Customer may not return any Work more than ninety (90) days after the Delivery Date. Where special Work or services are involved, Customer will be responsible for all related work in progress; however, LWS will take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. LWS may

terminate any order if any representations made by Customer to LWS are false or misleading. Changes to orders will not be binding upon nor be put into effect by LWS unless confirmed in writing by LWS's appropriate representative. Customer is responsible for all shipping costs after warranty period.

10. WARRANTIES AND LIMITATIONS:

- A. LWS warrants that all Work will be performed in a professional and workmanlike manner, and free from defects in material and workmanship under normal use for a period of two years from date of shipment to Customer, provided that LWS does not warrant that operation of any Software will be completely uninterrupted or error free or that all program errors will be corrected. Customer will be responsible for determining that the Work is suitable for Customer's use and that such use complies with any applicable local, state, or federal law. If Customer wishes to make a warranty claim under this Section, Customer must notify LWS in writing of the claimed defect in the Work immediately upon discovery and return such Work to the original shipping point, transportation charges prepaid, within two years from date of shipment to Customer. If, upon examination by LWS, LWS determines to its satisfaction that such Work is defective in material or workmanship (i.e. contains a defect arising out of the manufacture of the Work and not a defect caused by other circumstances, including, but not limited to accident, misuse, unforeseeable use, neglect, alteration, improper installation, improper adjustment, improper repair, or improper testing), LWS will, at its option, repair or replace the Work, shipment to Customer prepaid. LWS will have reasonable time to make such repairs or to replace such Work. Any repaired or replacement Work will not extend the period of warranty on the original Work. If the Product is modified or in any way altered without the explicit written consent of LWS then the warranty is null and void. Except for the specific Work noted below, this warranty is limited to a period of two years, without regard to whether any claimed defects were discoverable or latent on the date of shipment. The length of warranty for pumps in hand held particle counters is one (1) year from the date of shipment. Batteries and accessories with all Work are warranted for (1) year from the date of shipment. Fuses and purge filters carry no warranty.

If a third party battery is used in the Work, the foregoing warranty is null and void. If a battery is charged by a third party battery charger the battery warranty is null and void.

- B. If Customer fails to pay when due any portion of the purchase price or any other payment required from Customer to LWS, all warranties and remedies granted under this Section 10 may, at LWS's option, be terminated.
- C. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS, EXPRESS OR IMPLIED WITH RESPECT TO THE WORK AND ANY DEFECTS THEREIN OF ANY NATURE WHATEVER, INCLUDING AND WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND LWS HEREBY EXPRESSLY DISCLAIMS ALL SUCH OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS. LWS WILL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, ANY ADVICE OR FAILURE TO PROVIDE ADVICE BY LWS TO CUSTOMER REGARDING THE WORK OR CUSTOMER'S USE OF THE

SAME. UNDER NO CIRCUMSTANCES WILL LWS BE LIABLE TO CUSTOMER UNDER ANY TORT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY CLAIM AND CUSTOMER AGREES TO WAIVE SUCH CLAIMS. LWS'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMERS SOLE AND EXCLUSIVE REMEDY, FOR ANY NONCONFORMITY OR DEFECT IN THE WORK OR ANYTHING DONE IN CONNECTION WITH THE SALE OR PROVISION OF THE WORK, IN TORT, (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, WILL BE AS SET FORTH IN SUBSECTION 10A HEREOF AS LIMITED BY SUBSECTION 10B HEREOF. THIS EXCLUSIVE REMEDY WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE (AS THAT TERM IS USED IN THE UNIFORM COMMERCIAL CODE) PROVIDED THAT LWS REMAINS WILLING TO REPAIR OR REPLACE DEFECTIVE WORK (AS DEFINED IN SUBSECTION 10A) WITHIN A COMMERCIALLY REASONABLE TIME AFTER RECEIVING SUCH WORK. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT LWS'S PRICE FOR THE WORK IS BASED UPON THE LIMITATIONS OF LWS'S LIABILITY AS SET FORTH HEREIN. THE WARRANTIES UNDER SECTION 10 DO NOT APPLY TO ANY SOFTWARE, PRODUCTS, OR SERVICES PROVIDED BY THIRD PARTIES.

11. **WARRANTY OF REPAIRS AFTER INITIAL TWO (2) YEAR WARRANTY:** Upon expiration of the initial two-year warranty, all parts and repairs completed by an authorized LWS repair technician are subject to a six (6) month warranty. Other than the above, LWS makes no warranty of any kind, expressed or implied. Customer assumes all risk and liability resulting from use of the Work whether used singly or in combination with third party products or services.

WARRANTY REPAIRS WILL BE COMPLETED AT LWS'S FACTORY, BY AN AUTHORIZED SERVICE LOCATION, BY AN AUTHORIZED SERVICE TECHNICIAN, OR ON SITE AT CUSTOMER'S FACILITY BY A LWS AUTHORIZED EMPLOYEE. CUSTOMER PAYS FREIGHT TO FACTORY; LWS WILL PAY STANDARD RETURN FREIGHT DURING THE WARRANTY PERIOD. CUSTOMER MAY SELECT A FASTER METHOD OF SHIPMENT AT ITS OWN EXPENSE.

12. **PATENTS:** LWS will defend any suit or proceeding brought against Customer to the extent that it is based on a claim that any Work provided by LWS infringes a United States patent, and will indemnify Customer against all costs, damage, and expenses finally awarded against Customer based on such a claim, provided that Customer notifies LWS promptly in writing of any such claim and gives LWS full and complete authority, information, and assistance for the defense of such claim, and provided further that LWS will have sole control of the defense and the negotiations for settlement, if any, of such claim. If any such Work is held in directly to infringe any United States patent and the use of said Work is enjoined, or in case any Work may, in the opinion of LWS, be held to infringe, LWS may, at its expense and option, either (a) procure for Customer the right to continue using said Work, (b) replace said Work with suitable non-infringing Work, (c) suitably modify said Work or (d) refund the purchase price of said Work, less depreciation at twenty (20%) percent per year, and accept its return. LWS will not be liable for cost or expense incurred without LWS's written authorization. LWS will not be obligated to defend or be liable for costs and damages if the infringement arises out of compliance with Customers' specification or other instructions, from a combination with or an addition to equipment, products, or services not provided or developed by LWS, or by a modification of the Work after delivery or

the use of Work beyond that approved in writing by LWS. THE FOREGOING STATES THE ENTIRE LIABILITY OF LWS, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ALLEGED PATENT INFRINGEMENT BY THE SAID PRODUCT.

13. **LIMITATION OF LIABILITY AND CUSTOMER INDEMNITY:** IN NO EVENT, REGARDLESS OF THE FORM OF ACTION, WILL LWS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGE ARISING OUT OF THE SALE OF WORK TO CUSTOMER OR ARISING OUT OF ANYTHING DONE IN CONNECTION WITH THE WORK, INCLUDING OUT OF USE OF THE WORK BY CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGE ARISING OUT OF CLAIMS FOR LOSS OF USE, BUSINESS, GOODWILL, OR PROFITS, AND CLAIMS ARISING OUT OF THIRD PARTY ACTIONS, REGARDLESS OF WHETHER SUCH THIRD PARTY, ACTIONS, OR ANY OTHER LOSSES, OR DAMAGES, WERE REASONABLY FORESEEABLE TO CUSTOMER OR LWS. CUSTOMER'S EXCLUSIVE REMEDY ARISING OUT OF ITS PURCHASE AND USE OF LWS'S WORK, OR ARISING OUT OF ANYTHING DONE IN CONNECTION WITH THE WORK, WILL BE FOR DAMAGES AND NO CLAIM OR CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WARRANTY AND STRICT LIABILITY), STATUTORY OR REGULATORY PROVISIONS, INDEMNITY, CONTRIBUTION, OR OTHERWISE, WILL BE GREATER IN AMOUNT IN AGGREGATE THAN THE PURCHASE PRICE OF THE WORK IN RESPECT OF WHICH DAMAGES ARE CLAIMED. Customer will indemnify and hold harmless LWS, its officers, agents, employees, subsidiaries, parents, affiliates and insurers from and against any and all liabilities, damages, losses, claims, lawsuits, including costs and expenses in connection therewith, for death or injury to any persons or loss of any property whatsoever, caused in any manner by Customer's possession, use or operation of any Work.
14. **PRODUCT DISCLAIMER:** LWS WORK IS NOT DESIGNED WITH COMPONENTS AND TESTING FOR A LEVEL OF RELIABILITY SUITABLE FOR USE IN OR IN CONNECTION WITH LIFE SAFETY OR LIFE SUPPORT SYSTEMS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE SIGNIFICANT INJURY TO A HUMAN.
15. **MOLD, MOLD REMEDIATION:** LWS IS NOT RESPONSIBLE FOR ANY LIABILITY OR CONSEQUENTIAL DAMAGES IN REGARD TO MOLD OR MOLD REMEDIATION SERVICES. LWS PARTICLE COUNTERS COUNT PARTICLES AND ARE NOT DESIGNED TO DEFINE PARTICLE COMPOSITION.
16. **PROPRIETARY INFORMATION:** Customer represents that it has adopted reasonable procedures to protect Proprietary Information, as defined hereafter, including binding agreements with employees and consultants to prevent unauthorized publication, disclosure or use of such during or after the term of their employment by or services for Customer. Customer will not use Proprietary Information except as required for the use of the Work, will not disclose Proprietary Information to any third party, except as may be authorized in writing by LWS, and will keep the Proprietary Information confidential using the same efforts it uses to protect the confidentiality of its own confidential information of similar sensitivity, but in no event less than reasonable efforts. This Section 16 will survive termination of the Agreement.

“Proprietary Information” will mean information or data of LWS, or of a third person to whom LWS owes obligations of confidentiality, and which is furnished or to be furnished to Customer orally or in written, graphic, or machine-readable form, and that is either marked or designated as proprietary or confidential or that Customer should reasonably understand, based on the contents of the information or the circumstances of its disclosure, is confidential information. Where copies or alternative forms of information or data are received from LWS, such information or data will be considered Proprietary Information if at least one of said copies or alternative forms is marked proprietary or confidential. This section 16 will not apply to information which Customer demonstrates was in Customer’s possession prior to receipt from LWS or information which Customer demonstrates is or has become available to the public or general knowledge in the industry otherwise than through the fault of Customer.

17. **APPLICABLE LAW AND ACTIONS:** The validity, performance, and construction of the Agreement will be governed by the laws of the State of Oregon. Any dispute arising out of the Agreement will be heard in the courts of the State of Oregon, County of Jackson. If any provision of the Agreement is held to be unenforceable, such holding will not affect the enforceability of any other provision. Any legal presumption that terms herein will be strictly construed against the party who drafted such terms or who benefits from such terms will not be employed in construing or interpreting the Agreement. Prior to commencement of any legal proceedings, Customer and LWS will promptly meet at a senior level to attempt to resolve differences. Notwithstanding any attempts to resolve difference or negotiations regarding such difference, any action brought by Customer against LWS arising out of the Agreement, including out of Customer’s purchase and use of the Work, must be commenced within one year after such action accrues and in no event later than two years after date of shipment of such Work. If either party institutes any action to enforce its rights hereunder, the successful party in any such action shall be entitled to recover from the other reasonable attorneys’ fees in such action and in any associated appeals.
18. **FORCE MAJEURE:** LWS will be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation, and inability to obtain necessary labor or materials. LWS’s estimated shipping schedule will be extended by a period of time equal to the time lost because of any excusable delay. In the event LWS is unable to perform in whole or in part because of any excusable failure to perform, LWS may cancel orders without liability to Customer.
19. **ASSIGNMENT; SUBCONTRACTORS:** The Agreement is binding upon the parties and their respective successors and permitted assigns. Except as provided herein, the Agreement may not be assigned in whole or in part by either party without the prior written consent of the non-assigning party, such consent not to be unreasonably withheld, conditioned or delayed; provided however, LWS may transfer or assign the Agreement, in whole or in part, without the prior written approval of Customer, to: (a) any parent, subsidiary or other affiliate; (b) an acquirer of all or substantially all of any of the assets of LWS’s business that are the subject of the Agreement; or (c) any successor to LWS by merger, consolidation, reorganization or otherwise. Any assignment in violation of this Section is void and shall give the non-assigning party the right to terminate the Agreement

effective as of such violation. No assignment, delegation, subcontract, or other agreement with a subcontractor, vendor, or other third party will relieve Customer of any of its duties, responsibilities, obligations, or liabilities hereunder. Customer must ensure that any subcontracts are consistent with the provisions of the Agreement.